

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIRST INSIGHT, INC.		04/27/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK		
<b>Street Address:</b>	98 SAN JACINTO BLVD #150		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97619846	MYSTORE	
<b>Registration Number:</b>	6834694	UNDERSTAND MORE THROUGH BETTER LISTENING	
<b>Registration Number:</b>	4216973	I FIRST INSIGHT	
<b>Registration Number:</b>	3739570	FIRST INSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136272579		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2134579864		
<b>Email:</b>	dkay@mcguirewoods.com		
<b>Correspondent Name:</b>	Don Kay		
<b>Address Line 1:</b>	355 S. Grand Avenue, Suite 4200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	2067147-0025		
<b>NAME OF SUBMITTER:</b>	Don Kay		
<b>SIGNATURE:</b>	/Don Kay/		
<b>DATE SIGNED:</b>	04/27/2023		
<b>Total Attachments: 7</b>			
source=03. [First Insight] IP Security Agreement#page1.tif			

OP \$115.00 97619846

source=03. [First Insight] IP Security Agreement#page2.tif  
source=03. [First Insight] IP Security Agreement#page3.tif  
source=03. [First Insight] IP Security Agreement#page4.tif  
source=03. [First Insight] IP Security Agreement#page5.tif  
source=03. [First Insight] IP Security Agreement#page6.tif  
source=03. [First Insight] IP Security Agreement#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 27, 2023 (the "Effective Date") by and between TEXAS CAPITAL BANK ("Lender") and FIRST INSIGHT, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Advances to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.
2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.
3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing the Lender with written

notice of such registration within fifteen (15) days thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in such Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender, of any or all other rights, powers or remedies.
5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2000 Ericsson Dr, Suite 200,  
Warrendale PA 15086

**FIRST INSIGHT, INC.**

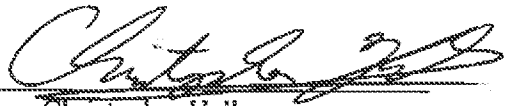
By:   
Name: Robert P. Culhane  
Title: Chief Financial Officer

Address of Lender:

98 San Jacinto Blvd #150,  
Austin, TX 78701

LENDER:

TEXAS CAPITAL BANK

By:   
Name: Christopher Hall  
Title: Executive Director

SCHEDULE A

Copyrights

None

SCHEDULE B

Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/ Owner
MYSTORE	10/05/2022	97/619,846			First Insight, Inc.
UNDERSTAND MORE THROUGH BETTER LISTENING	10/19/2020	90/263,801	6,834,694	08/30/2022	First Insight, Inc.
 FIRSTINSIGHT	01/26/2012	85/525,617	4,216,973	10/02/2012	First Insight, Inc.
First Insight	06/16/2009	77/760,506	3,739,570	01/19/2010	First Insight, Inc.



SCHEDULE C

Patents

Registered Patents

<b>Title</b>	<b>Appln. No.</b>	<b>Filing Date</b>	<b>Patent/Pub. No.</b>	<b>Issue/Pub. Date</b>	<b>Assignee</b>
Importation and Transformation Tool for Utilizing Computer-Aided Design Files in a Web Browser or Customized Client Interface	18/115,068	02/28/2023	Pending	Pending	N/A